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5 Attorney for Plaintiff,  
Darktrace Holdings Limited  
6

7  
8 IN THE UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10

11 DARKTRACE HOLDINGS LIMITED, a  
private limited company, registered in  
12 England and Wales,

13 Plaintiff,

14 vs.

15 SOLERA HOLDINGS, INC., a Delaware  
corporation; and DOES 1-10, inclusive,  
16

17 Defendants.  
18

Case No.: 23-8993

**COMPLAINT**

- 1) **Breach of Contract for Wrongful Termination of MCA**
- 2) **Breach of Contract**
- 3) **Breach of the Implied Covenant of Good Faith and Fair Dealing**
- 4) **Declaratory Relief**

**DEMAND FOR JURY TRIAL**

19  
20 COMES NOW Plaintiff Darktrace Holdings Limited (“Darktrace”), a private  
21 limited company registered in England and Wales, by and through its undersigned  
22 counsel, and alleges and complains as follows:

23 **INTRODUCTION**

24 1. Beginning in February 2020, Darktrace began providing cybersecurity  
25 software and various related cybersecurity services to Defendant Solera Holdings,  
26 Inc. (“Solera”) (Darktrace and Solera are collectively the “Parties”).

27 2. The Parties memorialized Darktrace’s offering of hardware, software,  
28 and support services to Solera through a Master Customer Agreement, fully

1 executed on February 7, 2020 (the “MCA”).

2       3. To facilitate optimal use of Darktrace’s cybersecurity products, its  
3 customers, like Solera, must act cooperatively to support installation and  
4 configuration of Darktrace’s proprietary software, which is deployed via either a  
5 team of on-site Darktrace support engineers or through the “cloud.”

6       4. While Darktrace and Solera initially maintained a fruitful business  
7 arrangement, their relationship was placed under assault and began to sour when  
8 Solera’s prior executives who entered into the MCA on Solera’s behalf left the  
9 company in or around September 2020.

10       5. Thereafter, Solera’s new management had unscrupulous ideas and  
11 intentions in mind. In pre-textual fashion, Solera opportunistically sought to  
12 terminate the MCA based on the alleged existence of manufactured delays and  
13 product installation difficulties. Ironically, however, it was Solera’s obstructionist,  
14 bad faith behavior that directly caused any delays and thwarted Darktrace from  
15 completing installation and configuration of its cybersecurity software for Solera’s  
16 benefit.

17       6. Solera’s actions caused the installation process of Darktrace’s software  
18 and hardware to be unnecessarily and avoidably delayed. Over the course of a two  
19 (2) year period, Solera shuffled Darktrace between more than four different  
20 purported “Project Leads” at Solera, many of whom were located on different  
21 continents, and each requesting that Darktrace prioritize different installations or  
22 adhere to different timelines. This inconsistent and rather clumsy approach,  
23 combined with Solera’s frequent refusal to allow Darktrace to address any purported  
24 issues that arose during installation, prevented Darktrace from facilitating a  
25 seamless installation for Solera, as it normally does for its other customers.

26       7. Consistent with its pre-textual approach and absent contractual  
27 entitlement, Solera audaciously wrongfully attempted to terminate the MCA,  
28 contending that Darktrace was in material breach thereof based on an alleged failure

1 to satisfy its obligations vis-à-vis its hardware, software, and service warranties.

2 8. Such purported termination was improper because, *inter alia*, the MCA  
3 could only be terminated upon an actual and material breach and only *after* the  
4 alleged breaching party receives written notice of such breach and is provided a  
5 thirty (30) day period thereafter to cure any alleged breaches.

6 9. Darktrace did not, in fact, breach the MCA or any of the product orders  
7 entered into with Solera thereunder.

8 10. Against this backdrop, Darktrace brings the instant action seeking to,  
9 among other things, confirm the improper, attempted termination of the MCA by  
10 Solera.

### 11 **PARTIES**

12 11. Darktrace is a private limited company registered in England and  
13 Wales with its principal place of business located at Maurice Wilkes Building,  
14 Cowley Road, Cambridge, CB4 0DS, United Kingdom. Darktrace also maintains  
15 offices across the world, including in Los Angeles, California.

16 12. Defendant Solera is a Delaware corporation with its principal place of  
17 business located at 1500 Solana Blvd., Building #6 Suite #6300 (3rd floor),  
18 Westlake, Texas 76262 United States of America.

19 13. The true names and capacities, whether individual, corporate, associate,  
20 or otherwise, of defendants named herein as DOES 1 through 10 inclusive, are  
21 unknown to Darktrace who therefore sues said defendants by such fictitious names.  
22 Darktrace is informed and believes, and thereon alleges, that each of the defendants  
23 designated herein, including those designated as a DOE defendant, are agents or  
24 employees of one another, co-conspirators, and/or are legally responsible in some  
25 manner for the acts, omissions, and events alleged herein an proximately caused  
26 damages and injury to Darktrace, as described herein. Darktrace will seek leave to  
27 amend this Complaint to show the true names and capacities of such fictitiously  
28 named defendants when the same have been ascertained.

**JURISDICTION AND VENUE**

14. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(2) as complete diversity exists between the parties – Darktrace, a citizen of a foreign state, and Solera, a citizen of Delaware and Texas – and the amount in controversy exceeds \$75,000.

15. The Parties consented to the jurisdiction of the federal courts of the State of California, including the venue of this Court, in the MCA: “This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal courts located in the State of California will have exclusive jurisdiction to determine any disputes, which may arise out of, under, or in connection with, this Agreement.” (MCA at § 16.9 (“Governing Law”).)

**FACTUAL BACKGROUND**

**A. The Parties’ MCA**

16. On February 7, 2020, Darktrace and Solera entered into the MCA.

17. With respect to the term of the MCA, the Parties agreed that the MCA would remain in effect until expiration of four (4) weeks after Solera’s receipt of the Offering or the end of the term specified in a separate “Product Order Form” to be entered into by the Parties under the auspices of the MCA.

18. Under the MCA, Darktrace would agree to provide to Solera software, or software combined with hardware, as well as support services and training (the “Offering”), which Offering would be set forth and described in further detail in a separate “Product Order Form.”

19. By its express terms, the MCA governed and would apply to any sale, license, or delivery of any software, hardware, support services, and training provided to or rendered by Darktrace, as well as any “Product Order Form” entered into between Darktrace and Solera.

20. In consideration of the fees paid by Solera to Darktrace for the “Offering,” and subject to the terms and conditions of the MCA and the “Product

1 Order Form,” Darktrace granted to Solera a non-exclusive, non-transferable, and  
2 non-sublicenseable license to (1) install and use the hardware and software at  
3 Solera’s premises for Solera’s or its affiliate’s internal business purposes; (2) make a  
4 commercially reasonable number of copies of user manuals, installation guides,  
5 service descriptions, and other written specifications concerning the Offering (the  
6 “Documentation”); and (3) use REPORTS, and reproduce and distribute such  
7 reports, internally solely for Solera’s or its affiliate’s own business purposes.

8       21. Pursuant to Section 6.1 of the MCA, Darktrace agreed to conduct its  
9 standard installation and test procedures to confirm completion of the installation of  
10 any software, or hardware with installed software, on Solera’s or its outside third-  
11 party’s site.

12       22. Further, in accordance with Section 6.2 of the MCA, Darktrace agreed  
13 to provide “Standard Support Services” and any additional support services more  
14 fully specified in a Product Order Form.

15       23. Under Section 7.1 of the MCA, the Parties agreed that Darktrace’s fees  
16 for any Offering would be stated in a separate Product Order Form, and that Solera  
17 would be invoiced for such fees from the “Commencement Date” as defined and  
18 identified in a the Product Order Form. The MCA provides for various warranties  
19 regarding Darktrace’s hardware and software. Specifically, Section 9.1 provides  
20 that, during the three (3) year period from the date of delivery of the Offering,  
21 Darktrace’s hardware will perform materially in accordance with Darktrace’s user  
22 manuals comprised of installation guides, service descriptions, technical  
23 specifications, and related files provided or otherwise made available by Darktrace  
24 (the “Documentation”). Similarly, Section 9.2 of the MCA provides that, during a  
25 period of ninety (90) days from the date of delivery of the Offering, Darktrace’s  
26 software will perform materially in accordance with the Documentation.

27       24. Notably, however, the aforementioned warranties set forth in Sections  
28 9.1 and 9.2 of the MCA do not apply if:

1 “(i) [Solera’s] use of the Offering is not in accordance  
2 with th[e] [MCA]; (ii) [Solera] fails to follow Darktrace’s  
3 environmental, installation, operation or maintenance  
4 instructions or procedures in the Documentation; (iii) the  
5 [Offering] has been subject to [Solera’s] (or its agent’s)  
6 abuse, negligence, improper storage, servicing or  
7 operation (including without limitation use with  
8 incompatible equipment), reasonable wear and tear  
9 excepted; (iv) the [Offering] has been modified, repaired  
10 or improperly installed other than by Darktrace or any  
11 contractor or subcontractor of Darktrace; (v) “[Solera] (or  
12 its agent) has failed to implement, or to allow Darktrace or  
13 its agent to implement, any corrections or modifications to  
14 the Offering made available to [Solera] by Darktrace; or  
15 (vi) [Solera] (or its agent) has combined the [Offering]  
16 with other software, services, or products that are not  
17 provided by Darktrace or not otherwise specified in the  
18 Documentation, and, but for such combination, the breach  
19 of warranty would have been avoided.” (MCA at § 9.4  
20 (“Exceptions”).)

21 25. Darktrace further expressly disclaimed the existence of any other  
22 conditions, representations, or warranties with respect to the MCA and, in so doing,  
23 expressly acknowledged that the Offering would not be error-free or uninterrupted:

24 “EXCEPT FOR THE EXPRESS WARRANTIES SET  
25 OUT IN THIS AGREEMENT, AND TO THE FULLEST  
26 EXTENT PERMITTED BY LAW, NEITHER  
27 DARKTRACE NOR ANY OF ITS THIRD PARTY  
28 LICENSORS OR SUPPLIERS MAKE ANY

1           WARRANTIES, CONDITIONS, UNDERTAKINGS, OR  
 2           REPRESENTATIONS OF ANY KIND, EITHER  
 3           EXPRESS OR IMPLIED, STATUTORY OR  
 4           OTHERWISE IN RELATION TO ANY SUBJECT  
 5           MATTER OF THIS AGREEMENT, INCLUDING  
 6           WITHOUT LIMITATION ANY IMPLIED  
 7           WARRANTIES OR CONDITIONS OF  
 8           MERCHANTABILITY, SATISFACTORY QUALITY,  
 9           FITNESS FOR A PARTICULAR PURPOSE, NON-  
 10          INFRINGEMENT OR ARISING FROM COURSE OF  
 11          PERFORMANCE, DEALING, USAGE, OR TRADE.  
 12          DARKTRACE DOES NOT WARRANT THAT THE  
 13          OPERATION OF THE OFFERING WILL BE ERROR-  
 14          FREE OR UNINTERRUPTED.” (MCA at § 9.6  
 15          (“DISCLAIMER”).)

16          26. While the MCA conferred Darktrace with the authority to terminate the  
 17 MCA under various contemplated scenarios, it entitled Solera to terminate the MCA  
 18 under limited circumstances.

19          27. Specifically, Section 13.3 of the MCA provides that “[e]ither Party may  
 20 terminate this Agreement if (i) the other Party is in material breach of the  
 21 Agreement and fails to cure such breach within thirty (30) days after receipt of  
 22 written notice; or (ii) the other Party ceases its business operations or becomes  
 23 subject to insolvency proceedings, which proceedings are not dismissed within  
 24 thirty (30) days.”

25          **B. The January 2020 Product Order Form**

26          28. Prior to, though in anticipation of, execution of the MCA, Darktrace  
 27 and Solera entered into a Product Order Form effective January 16, 2020 (“the  
 28 January 2020 POF”).



1        29. Under the January 2020 POF, Solera contracted with Darktrace to  
2 purchase the “Enterprise Immune System,” comprised of Darktrace’s proprietary  
3 Antigena Email Software, Software SaaS-0365, SaaS-SalesF, and SaaS-Splunk.

4        30. Pursuant to the terms of the January 2020 POF, Solera’s license for the  
5 Enterprise Immune System would commence on April 1, 2020 and would continue  
6 for a period of fifty-one (51) months.

7        31. Under the January 2020 POF, Darktrace agreed to provide the  
8 “Enterprise Immune System” to Solera free of charge for the first three (3) months  
9 of the 51-month term, with Solera agreeing to pay an annual fee of Seven Hundred  
10 Thousand Dollars (\$700,000.00) thereafter.

11        32. Under the January 2020 POF, Solera also agreed to pay an annual fee  
12 of Two Hundred Ninety-Five Thousand Two Hundred Thirty-Four Dollars  
13 (\$295,234.00) for Darktrace’s Antigena Email Software.

14        33. Taken together, and accounting for the initial three-month offering of  
15 the “Enterprise Immune System” free of charge, Solera agreed to pay a total annual  
16 fee of Nine Hundred Ninety-Five Thousand Two Hundred Thirty-Four Dollars  
17 (\$995,234.00) to Darktrace under the January 2020 POF, which included installation  
18 services, standard support services, and on-site training.

19        **C. Darktrace Commences Deployment and Installation on Solera’s**  
20        **Behalf in Accordance with the January 2020 POF**

21        34. Early after execution of the MCA, and in the midst of Darktrace’s  
22 attempts to carry out its obligations under the MCA, Darktrace was made aware that  
23 Solera’s network team was stretched thin, had limited resources, had other priorities,  
24 and could not—or would not—dedicate time, money, or labor to allow Darktrace to  
25 perform its services. Darktrace was prepared to undergo efforts to meet Solera’s  
26 needs regardless.

27        35. For instance, Darktrace works with many large, international clients  
28 with complex, high-bandwidth networks requiring network taps or aggregation



1 devices. Solera, however, refused to acquire what was necessary for Darktrace to  
2 deploy in Solera's environment. In good faith, Darktrace worked with a networking  
3 partner to provide hardware to Solera's Las Vegas data center.

4 36. Despite the foregoing issues, by April 2020, Darktrace had installed the  
5 Westlake, Texas DCIP-X2 Appliance, performed a User Interface Familiarization  
6 Training with Solera's Security Team, and had created an AGE Instance that was  
7 already running in Passive Mode.

8 37. By June 18, 2020 Darktrace's HyperQuest appliance was fully  
9 operational.

10 38. By July 2020 the Salesforce and Office 365 programs had been  
11 deployed and accounts were created, the Antigena Test Group had been created and  
12 was working in Active Mode, and Darktrace was already performing work to tune  
13 the Custom Model for the Antigena software.

14 39. Darktrace's initial progress was ultimately curtailed when, in  
15 September 2020, practically all of Solera's management team who executed the  
16 MCA and January 2020 POF, and helped spearhead the roll-out and installation  
17 thereunder, departed Solera.

18 40. Since that development, it became clear to Darktrace that Solera's  
19 incoming executives did not wish to honor Solera's obligations under, and in fact  
20 sought to extract Solera from, both the MCA and January 2020 POF.

21 41. Nonetheless, over the course of the next eighteen (18) months,  
22 Darktrace continued its diligent efforts to install and implement the Enterprise  
23 Immune System for Solera's benefit. Despite these efforts, Solera's employees  
24 consistently prevented Darktrace from troubleshooting purported issues with the  
25 system.

26 42. In Fall 2020, Solera re-assigned responsibility for installation under the  
27 MCA from a Project Lead based in the United States to a Project Lead located in  
28 Zurich, Switzerland.

1        43. Subsequent to the aforementioned change in Solera leadership and the  
2 changes in Solera's Project Leads, Solera began to cancel the bi-weekly meetings it  
3 previously held with Darktrace under the pretext of prioritizing other work.  
4 Simultaneously, Darktrace began to experience increased difficulty, among other  
5 things, receiving feedback on its service proposals.

6        44. In Spring 2021, Solera's Project Lead changed for a second time, with  
7 the project now being led by a Solera employee located in Spain.

8        45. Despite the multiple changes in Project Lead, Darktrace continued to  
9 attempt to complete the project efficiently. On March 25, 2021 Darktrace completed  
10 the Consolidation Plan, as confirmed by Solera's Vice President of Cyber.

11        46. In April 2021, Darktrace contacted Solera in an attempt to complete  
12 configuration of the Darktrace hardware located in Las Vegas, Nevada. Regrettably,  
13 Solera did not respond to Darktrace's requests.

14        47. In June 2021, Darktrace contacted Solera's Vice President of Cyber  
15 informing him that they were having issues with Solera's responsiveness and needed  
16 further assistance in the deployment of Darktrace's product. Solera's Vice President  
17 of Cyber acknowledged Solera's lack of responsiveness, especially as it related to  
18 the Las Vegas data center concerns, and promised that these issues would be  
19 rectified.

20        48. Nonetheless, in July 2021, Solera still had not allowed Darktrace to  
21 complete its deployment of the Las Vegas data center.

22        49. In Fall 2021, Solera's Project Lead changed for a third time, with  
23 "Project Lead" duties now being split between a Solera employee based in Mexico  
24 and a Solera employee in Spain. This change in Project Lead exacerbated the  
25 already ongoing problems with responsiveness and assistance Darktrace had been  
26 experiencing with Solera.

27        50. In Fall 2021, Solera decommissioned the Ann Arbor appliance and  
28 destroyed it without warning.

1           51. In October 2021, Darktrace's Chief Technical Officer for the Americas,  
2 Eloy Avila, informed Solera's Vice President of Cyber that they needed to work  
3 together to get the product fully deployed, yet Solera's Vice President of Cyber  
4 never replied. Shortly thereafter, the Project Lead at Solera changed for yet a fourth  
5 time.

6           52. Despite this, by January 13, 2022, the Las Vegas data center had been  
7 connected, but needed additional steps to complete it. When Darktrace informed  
8 Solera of the work needed, Solera did not approve it.

9           53. By March 2022, Solera's interference with Darktrace's ability to install  
10 and implement the software in accordance with the terms of the MCA and January  
11 2020 POF became more explicit and heightened.

12           54. On March 22, 2022, Mr. Avila emailed John Suchecki at Solera to  
13 inform that he "[was] recently [] involved in several conversations between [thei]r  
14 respective teams and ha[s] concluded that an executive intervention is required, as  
15 progress has seemingly stalled."

16           55. Nine days later, on March 31, 2022, Mr. Suchecki laid the groundwork  
17 for Solera's bad faith attempt to terminate the MCA and January 2020 POF, stating  
18 that "frankly we have been working with you guys for a year and we still cannot get  
19 your solution to scale and work in our environment."

20           56. The two executives, Mr. Avila and Mr. Suchecki, had a phone call on  
21 April 12, 2022 to discuss how to better implement and onboard Darktrace's  
22 products. During this call, Mr. Avila pointed out that many of the solutions which  
23 Solera requested had already been implemented, and that any failures were due to  
24 Solera's lack of support.

25           57. On April 20, 2022 Mr. Avila sought to clear the air with Solera and  
26 summarized his April 12, 2022 call with Mr. Suchecki via email as follows:

27                   "I want to again note that we strongly disagree that our  
28                   solution cannot scale to meet Solera's purchased coverage.

1 We contend that our solution could have already been  
2 implemented and working effectively for you if we had  
3 been given the necessary support from the Solera  
4 infrastructure team to do so. I want to reaffirm our  
5 commitment to getting the Darktrace deployment  
6 completed for Solera. We remain willing and able to  
7 complete the remaining portions of the deployment and, as  
8 always, remain ready and willing to do so, but we need  
9 your support to access Solera's infrastructure resources."

10 58. Consistent with Darktrace's continued support of Solera and in an  
11 effort to extend an "olive branch" to Solera, Mr. Avila offered to extend the  
12 Enterprise Immune System to Solera for six months at no additional charge.

13 59. Mr. Avila did not receive the courtesy of a response to his April 20,  
14 2022 email correspondence.

15 60. By May 13, 2022, it became clear that several of Darktrace's  
16 appliances which Solera needed to finish implementing had been stored on Solera's  
17 premises awaiting installation for some time, and that it was in fact Solera who had  
18 been not allowing the implementation to be completed.

19 **D. Solera Manufactures a Supposed "Breach" and Purports to**  
20 **Terminate the MCA**

21 61. Having already laid the breadcrumbs for its concocted theory that  
22 Darktrace failed to perform under the MCA, Solera ultimately "doubled-down" in  
23 seeking to terminate the MCA and the January 2020 POF.

24 62. On June 17, 2022, and without providing any credible evidence or  
25 legitimate explanation, counsel for Solera sent letter correspondence to Darktrace  
26 alleging that Darktrace was in material breach of the MCA (the "June 17, 2022  
27 Letter").  
28

1           63. In the most generic and conclusory fashion, the June 17, 2022 Letter  
2 purported to identify Darktrace's alleged "breaches" of the MCA and January 2020  
3 POF as being based on Darktrace's alleged failure to provide hardware, software  
4 and services that conformed with the requirements of the MCA, and based on  
5 Darktrace's alleged failure to provide appropriate and conforming remedies in  
6 connection with the warranties set forth in the MCA. As set forth above, these  
7 assertions were pretextual in nature, as to date, Darktrace had performed all material  
8 requirements and obligations owed to Solera, to the extent their efforts to do so were  
9 not thwarted by Solera's misconduct.

10           64. In any event, rather than articulate the specific issues about which  
11 Solera was complaining in its June 17, 2022 Letter, Solera indolently referred  
12 Darktrace to the apparent communications between the Parties' respective technical  
13 teams.

14           65. As such, Solera failed to afford Darktrace a meaningful, much less  
15 actual, opportunity to cure any purported breaches in accordance with the terms of  
16 the MCA.

17           66. In the June 17, 2022 Letter, and notwithstanding the absence of any  
18 material breaches on the part of Darktrace and Solera's non-compliance with the 30-  
19 day notice and cure period, Solera indicated its intention to terminate the MCA and  
20 January 2020 POF effective July 18, 2022.

21           67. Notwithstanding that Solera appeared to have one foot out the door,  
22 Solera continued to request work by Darktrace.

23           68. Conversely, despite the unwarranted animosity from Solera, and  
24 Solera's continued lack of cooperation, Darktrace's employees continued to work to  
25 implement its hardware and software products for Solera's benefit.  
26  
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**FIRST CAUSE OF ACTION**

**(Breach of Contract for Wrongful Termination of MCA)**

**(Against Defendant Solera and DOES 1-10)**

69. Plaintiff repeats, realleges, and incorporates by reference herein each and every allegation contained in Paragraphs 1 to 68 above.

70. Darktrace has fully performed all obligations, covenants, promises and conditions required of it pursuant to the MCA and POF, except to the extent Darktrace's performance has been excused, waived, or prevented by virtue of Solera's conduct.

71. Solera has failed to perform its obligations under and has breached the MCA by, among other things, purporting to terminate the MCA in violation of the express terms of Section 13.3 of the MCA.

72. Section 13.3 of the MCA provides that Solera may only terminate the MCA if Darktrace "is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice" or in the event of conditions that are not otherwise applicable.

73. Solera's sham breach allegations referenced in its June 17, 2022 Letter to Darktrace do not support a proper termination of the MCA.

74. Solera never offered evidence or provided notice of any material breach and, thus, never afforded Darktrace a meaningful opportunity to cure.

75. Darktrace has demanded that Solera comply with the terms of the MCA to no avail.

76. Darktrace is entitled to specific performance of the terms of the MCA, including, but not limited to, requiring Solera to pay all fees owed to Darktrace as contemplated under the terms of the MCA.

**SECOND CAUSE OF ACTION**

**(Breach of Contract)**

**(Against Defendant Solera and DOES 1-10)**

77. Darktrace repeats, re-alleges, and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as if fully set forth herein.

78. Darktrace has fully performed all obligations, covenants, promises and conditions required of it pursuant to the MCA and POF, except to the extent Darktrace's performance has been excused, waived, or prevented by virtue of Solera's conduct.

79. Solera has failed to perform its obligations under and has breached the MCA by purporting to terminate the MCA in violation of the express terms of Section 13.3 of the MCA.

80. Section 13.3 of the MCA provides that Solera may only terminate the MCA if Darktrace "is in material breach of the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice" or in the event of conditions that are not otherwise applicable.

81. Solera's sham breach allegations referenced in its June 17, 2022 Letter to Darktrace do not support a proper termination of the MCA.

82. Solera never offered evidence or provided notice of any material breach and, thus, never afforded Darktrace a meaningful opportunity to cure.

83. Solera also failed to perform its obligations and has breached the MCA by refusing to cooperate with and make payments to Darktrace for the remainder of the fifty-one (51) month term of the MCA and POF.

84. As a direct, foreseeable, and proximate result of Solera's wrongful conduct, Darktrace has been damaged in an amount to be determined at trial, but not less than \$995,234.00.



**THIRD CAUSE OF ACTION**

**(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

**(As Against Solera and DOES 1-10)**

85. Darktrace repeats, re-alleges, and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as if fully set forth herein.

86. The MCA contains an implied covenant of good faith and fair dealing requiring that Solera not do anything to frustrate Darktrace's ability to carry out the installation of hardware and software and related services required of it thereunder.

87. Further, the MCA contains an implied covenant of good faith and fair dealing that Solera would deal fairly and in good faith with Darktrace such that Solera would reasonably and fairly perform its respective obligations under the MCA.

88. Solera repeatedly and materially breached the implied covenant of good faith and fair dealing by engaging in conduct purposefully aimed at frustrating Darktrace's ability to conduct its business, and specifically its provision of equipment and services for Solera's benefit under the MCA. Such breaches include, but are not limited to, the invention and manufacture of disputes over the Parties' respective rights, obligations, and interests under the MCA, Solera's use of obstructive tactics to prevent Darktrace from carrying out a seamless and streamlined configuration of its software for Solera's benefit, and attempts to terminate the MCA without proper justification and/or notice.

89. As a direct, foreseeable, and proximate result of Solera's wrongful conduct, Darktrace has been damaged in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION**

**(Declaratory Relief)**

**(As Against Solera and DOES -10)**

90. Darktrace repeats, re-alleges, and incorporates by reference the allegations contained in Paragraphs 1 through 68 above as if fully set forth herein.

4           92.     There exists an actual, substantial controversy of sufficient immediacy  
5 between Darktrace, on one hand, and Solera, on the other hand, to warrant the  
6 issuance of declaratory relief.

94. A declaration is necessary and appropriate at this time in order to resolve the foregoing disputes regarding the Parties' respective rights, duties, obligations, and interests under the MCA, including a declaration as to whether Solera validly and effectively terminated the MCA

## PRAAYER FOR RELIEF

1           1.       A Declaration that Solera's attempt to terminate the MCA and January  
2 2020 POF was improper and that the MCA and January 2020 POF remains in full  
3 force and effect;

3. An Order directing Solera to perform its obligations under the MCA and January 2020 POF, including, but not limited to, requiring Solera to pay all fees owed to Darktrace pursuant to the terms of the MCA and January 2020 POF;

1           4.     Interest as provided by law, including but not limited to pre-judgment  
2 and post-judgment interest;

3           5.     For such other and further relief as the Court may deem proper.

4 Dated:   October 24, 2023

COZEN O'CONNOR

6  
7 By:   
8       Matthew Lewitz, Esq.  
9       Attorneys for Plaintiff  
10       Darktrace Holdings Limited  
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**JURY DEMAND**

Darktrace Holdings Limited hereby demands a trial by jury on all issues upon which trial by jury may be had.

Dated: October 24, 2023

COZEN O'CONNOR

By:   
Matthew Lewitz, Esq.  
Attorneys for Plaintiff  
Darktrace Holdings Limited